

PROFESSIONAL SERVICES

AWARDS

- 18. Approve ranking list for PS-5171-04/AJR –Agreement for CEI Services for Elder Creek Stormwater Facility, with JEA Construction Engineering Services, Inc. of Winter Park (Estimated \$200,000.00).**

PS-5171-04/AJR will provide various professional services related to construction and engineering inspections for the construction of Elder Creek Stormwater Facility.

This project was publicly advertised and the County received five submittals (listed in alphabetical order):

- CPH Engineers, Inc., Sanford;
- Dyer, Riddle, Mills & Precourt, Inc., Orlando;
- F.R. Aleman & Associates, Inc., Orlando;
- JEA Construction Engineering Services, Inc., Winter Park;
- LBFH, Inc., Orlando.

The Evaluation Committee initially consisted of Mark Flomerfelt, P.E., Manager Roads-Stormwater; Ed Torres, P.E., Principal Engineer; Kathleen Myer, P.E., Principal Engineer; Tom Radzai, Sr. Engineer; and Patti Leviti, Sr. Coordinator. The Committee evaluated the submittals and short-listed the following three firms for presentations (listed in alphabetical order):

- CPH Engineers, Inc., Sanford;
- Dyer, Riddle, Mills & Precourt, Inc., Orlando;
- JEA Construction Engineering Services, Inc., Winter Park.

Subsequent to the evaluation of the submittals, Tom Radzai was replaced on the Committee by Robert Walter, P.E., Principal Engineer. (Tom Radzai transferred to Planning and Development Department/ Development Review.) The revised Evaluation Committee interviewed the three short-listed firms giving consideration to the following criteria:

- Approach to Project/Understanding of the Project;
- Similar Recent Project Experience;
- Project Team Qualifications.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. JEA Construction Engineering Services, Inc., Winter Park;
2. CPH Engineers, Inc., Sanford;
3. Dyer, Riddle, Mills & Precourt, Inc., Orlando.

This is a budgeted project and funds are available in account number 077600.560680, sub-ledger # 002030-02. Public Works Department/Stormwater Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate and authorize the Chairman to execute an Agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

PS NUMBER: PS-5171-04/AJR
PS TITLE : CEI Services for Elder Creek Stormwater Facility
DATE: October 27, 2004 TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	Response 4
CPH Engineers, Inc. David A. Gierach, P.E. P.O. Box 2808 Sanford, FL 32772-2808 407-322-6841 Ph 407-330-0639 Fx	Dyer, Riddle, Mills & Precourt, Inc. Lucius J. Cushman, Jr., P.E. 1505 East Colonial Dr. Orlando, FL 32806 407-896-0594 Ph 407-896-4836 Fx	F.R. Aleman & Associates, Inc. Frank R. Aleman, P.E. 1080 Woodcock Rd. Ste. 277 Orlando, FL 32803 407-894-5651 Ph 407-894-5255 Fx	JEA Construction Engineering Services, Inc. Frank M. Van Pelt, CPM 1685 Lee Rd. Winter Park, FL 32789 407-647-1001 Ph 407-647-8080 Fx
RESPONSE -5-			
LBFH, Inc. James C. Lynch, P.E. 1305 East Robinson St. Orlando, FL 32801 407-206-0490 Ph 407-206-0493 Fx			

Tabulated by: D. Reed Procurement Technician – Posted 10/28/04

Evaluation Committee Meeting: November 9, 2004 @ Engineering 520 W. Lake Mary Blvd. Sanford, Lake Jesup CR

Short Listed Firms: CPH Engineers, Inc.; Dyer, Riddle, Mills & Precourt, Inc.; JEA Construction Engineering Services, Inc.

Presentations Date: December 16, 2004 starting at 1:30pm; Engineering 520 W. Lake Mary Blvd. Sanford, Lake Jesup CR
(Posted: 11/10/2004)

Recommendation: JEAces, Inc. Winter Park; BCC Date: 01/11/2004 (Posted: 12/17/2004)

Evaluation Shortlisting PS-5171-04/AJR - CEI Elder Creek Stormwater Facility

	<u>Mark Flomerfelt</u>	<u>Ed Torres</u>	<u>Kathleen Myer</u>	<u>Tom Radzai</u>	<u>Patti Leviti</u>	<u>Total</u>	<u>Ranking</u>
CPH Engineers	2	3	4	3	3	15	3
DRMP	1	1	2	2	1	7	1
F.R. Aleman & Associates	5	5	5	5	5	25	5
JEAcres	3	2	3	1	2	11	2
LBFH	4	4	1	4	4	17	4

<u>Overall Ranking</u>	<u>Score</u>	<u>Ranking</u>
DRMP	7	1
JEAcres	11	2
CPH Engineers	15	3


PUBLIC WORKS DEPARTMENT




ROADS - STORMWATER DIVISION

MEMORANDUM

TO: Peter Maley, Purchasing Supervisor

FROM: Tom Radzai, Senior Engineer/ Capital Projects 

THRU: Mark Flomerfelt, P.E., Manager, Road Operations & Stormwater Division 

DATE: November 15, 2004

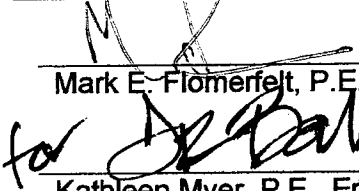
SUBJECT: Justification of CEI Selection Short List
Elder Creek Construction Engineering Inspection

The purpose of this memorandum is to report the recommendations of the evaluation committee that met on October 27, 2004 at 2:00 PM.

Proposals from five (5) firms were evaluated by the committee. The three (3) selected (listed in alphabetical order) have been recommended to be short listed for formal presentations/discussions:

The following matrix summarizes the attributes of each firm related to the specified project criteria:

Criteria	CPH	D.R.M.& P.	JEA
Approach (40%)	Good – very good approach and review of plans.	Excellent, detailed approach. Very good review of plans.	Very good review of plans. Very good approach.
Experience (30%)	Good experience.	Good, several large projects.	Good - very good experience.
Qualifications (30%)	Good – Great Team.	Very good. Certified wetland scientist included.	Very good team.


Mark E. Flomerfelt, P.E., Roads - Stormwater


Kathleen Myer, P.E., Engineering Division


Thomas Radzai, Project Manager


Ed Torres, P.E., Roads- Stormwater


Patti Leviti, Environmental Services

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: LBFI

QUALIFICATION COMMITTEE MEMBER: K Myer

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Good detail
pro-active for change order
management

Score 85
(100-0)

Criteria: Similar Recent Project Experience (30%)

Roads/ponds

Score 75
(100-0)

Criteria: Project Team Qualifications (30%)

Dispute Review board
Certification identified

Score 80
(100-0)

240

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: K. Myer

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Very good points:
wetlands pre item review
MCT
utilities

Score 88
(100-0)

Criteria: Similar Recent Project Experience (30%)

429 utility relocate
mine access tunnel

Score 75
(100-0)

Criteria: Project Team Qualifications (30%)

most staff > 20 yrs
limited resume details, no certifications
environmentalist/mitigation provided

Score 75
(100-0)

238

2

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: JE A

QUALIFICATION COMMITTEE MEMBER: KJ Myer

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Good - details
plan review very good

Score 80
(100-0)

Criteria: Similar Recent Project Experience (30%)

Adequate

Score 75
(100-0)

Criteria: Project Team Qualifications (30%)

Adequate - landscaping/wetlands

Score 75
(100-0)

230

3

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: K Myer

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Good: identified wetlands issues

Score 78
(100-0)

Criteria: Similar Recent Project Experience (30%)

Mostly roads -

Score 75
(100-0)

Criteria: Project Team Qualifications (30%)

Very limited resume format.
Not clear on testing quals (good
for oversight/review)

Score 75
(100-0)

228

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: FR Aleman

QUALIFICATION COMMITTEE MEMBER: K Myer

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

utility conflict
marketing "info" in cover letter = CEI (general)
Separate Project approach not provided.

Score 80
(100-0)

Criteria: Similar Recent Project Experience (30%)

mostly signals, roads - no ponds

Score 70
(100-0)

Criteria: Project Team Qualifications (30%)

can't tell only one page / 1 resume
provided
Poor QA/QC!

Score 0
(100-0)

150

PS-5171-04/AJR - CEI Elder Creek

SUBMITTAL COMPANY NAME:

DAMP

QUALIFICATION COMMITTEE MEMBER:

Fronerfer

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

UNDERSTAND Sensitive ENVIRONMENT AND
CLEARLY AVOID VIOLATIONS
- NOT Criteria CAREFULLY MANAGED
- ADD'L Pay Items needed - closing wells on Property
DISTANCE REQUIRED FLOW-POND

Score 86
(100-0)

34.4

Criteria: Similar Recent Project Experience (30%)

GOVERN ROAD RD / SR429 utility RELATIONS
CET overshoot - I-4 ROLL CO.
SR429 western BEA WBY

Score 82
(100-0)

24.6

Criteria: Project Team Qualifications (30%)

Mark Puckett 17 yrs - RESIDENT ENGINEER for Project
DAVID CARTON - 22 yrs - Tiffany works ROAD - Project
BARBARA - SUPERVISOR 28 yrs

ALL ARE FDEP erosion certifiers
ALL ARE CTQP certifiers

Score 88
(100-0)

26.4

85.4

PS-5171-04/AJR - CEI Elder Creek

SUBMITTAL COMPANY NAME: Aleman

QUALIFICATION COMMITTEE MEMBER: Flomen

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 - 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 - 89 | Excellent, Very Good, Solid in all respects. |
| 70 - 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 - 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

No Details of Plans or
specific construction noted only
general descriptions of pay items

Score 65
(100-0) 26

Criteria: Similar Recent Project Experience (30%)

Dist 5 General C&I / Dist 2 misc
Signal work for several projects - DS, DB
Freight - Boca Raton
Orlando - Group 2 - 800 Intersections??

Score 62
(100-0) 18.6

Criteria: Project Team Qualifications (30%)

AL TEHRANI -
HENDERSON - 6 yrs
Barnwell
No other Resumes
listed

Score 55
(100-0) 16.5

61.10

PS-5171-04/AJR - CEI Elder Creek

SUBMITTAL COMPANY NAME:

LBFI

QUALIFICATION COMMITTEE MEMBER:

Flomena

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

General Description Only
No specific about Elder
Creek Project

Score

(100-0)

55

22

Criteria: Similar Recent Project Experience (30%)

Prior FDOT work Montal St Lucie Co.

Score

(100-0)

75

22.5

Criteria: Project Team Qualifications (30%)

James Lynch - 20 yrs Varied work

Dimitrios - 12 yrs Varied work

Bouley - 20 yrs
Inspector
Elmore - 10 yrs

Score

(100-0)

80

24

68.5

PS-5171-04/AJR - CEI Elder Creek

SUBMITTAL COMPANY NAME:

CPH

QUALIFICATION COMMITTEE MEMBER:

F. W. R. R. R.

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Good understanding of Project Needs
- F.D. Haul Paving
- Good system for Contamination Removal

Score 86
(100-0)

34.4

Criteria: Similar Recent Project Experience (30%)

Riverview RD - Lakewood
St Johns Pkwy - Sanford
Mullown Ave - Osceola Co.

Score 82
(100-0)

24.6

Criteria: Project Team Qualifications (30%)

Bowman Proj Mgr - Resident
Terwilliger - Asst Proj Mgr
Nasso - Proj Insp - St Johns Pkwy
Turja - SR Insp - 32 yrs

Score 78
(100-0)

23.4

82.41

PS-5171-04/AJR - CEI Elder Creek

SUBMITTAL COMPANY NAME:

TEA

QUALIFICATION COMMITTEE MEMBER:

Fioranfe

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Classification Items Listed show Better
than basic understanding of construction methods
Permit compliance section good
contaminated site clean up

Score 86
(100-0)

Criteria: Similar Recent Project Experience (30%)

USA - Brevard Co.
SR26 - Alachua Co.
SR500
SR46 / SR518

Score 78
(100-0)

Criteria: Project Team Qualifications (30%)

Jamal - 17 yrs - Dist 5 Resident Eng 97-98 - Alachua Co.
F.V. Reid - Proj Admin 34+ yrs
Austin - Sr Insp - ? experience? 4 yrs only shown
Ganowen - P.G. 20+ yrs

Score 79
(100-0)

34.4

23.4

23.7

81.5

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: TOM RADZAI

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

VERY GOOD APPROACH

Score 85
(100-0)

34

Criteria: Similar Recent Project Experience (30%)

GOOD, VARIOUS ROAD PROJECTS

Score 79
(100-0)

23.7

Criteria: Project Team Qualifications (30%)

GOOD TEAM, NO MENTION
OF TEAM MEMBER FAMILIAR WITH
AQUATIC VEG.

Score 79
(100-0)

23.7

81.4

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: TOM TRADZAI

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

EXCELLENT APPROACH, ALL ASPECTS
OF THE PROJECT COVERED

Score 90
(100-0)

Criteria: Similar Recent Project Experience (30%)

GOOD, VARIOUS ROAD PROJECTS
DESIGN & CEI

Score 79
(100-0)

Criteria: Project Team Qualifications (30%)

VERY GOOD TEAM QUALIFICATION

Score 85
(100-0)

36

23.7

25.5

85.2

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: ALEMAN

QUALIFICATION COMMITTEE MEMBER: TOM RADZAK

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

VERY GENERAL, NOT SPECIFIC
TO THIS PROJECT.

Score 70
(100-0)

28

Criteria: Similar Recent Project Experience (30%)

GOOD, FDOT & SEMINOLE COUNTY
EXPERIENCE VARIOUS PROJECTS

Score 77
(100-0)

23.7

Criteria: Project Team Qualifications (30%)

GOOD TEAM

Score 75
(100-0)

22.5

74.2

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: JEA

QUALIFICATION COMMITTEE MEMBER: TOM RADZAI

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

EXCELLENT REVIEW OF PLANS & SPECS,
APPROACH TO PROJECT CEI VERY
DETAILED, CONTAMINATION ISSUES
ADDRESSED.

38

Score 95
(100-0)

Criteria: Similar Recent Project Experience (30%)

VERY GOOD EXPERIENCE

25.5

Score 85
(100-0)

Criteria: Project Team Qualifications (30%)

VERY GOOD PROJECT TEAM

24

Score 80
(100-0)

87.5

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: LB FH

QUALIFICATION COMMITTEE MEMBER: TOM RADERA

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

VERY GENERAL

Score 75
(100-0)

30

Criteria: Similar Recent Project Experience (30%)

GOOD, VARIOUS PROJECTS

Score 79
(100-0)

23.7

Criteria: Project Team Qualifications (30%)

GOOD TEAM

Score 75
(100-0)

22.5

76.2

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: Jeanette Lent

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Could tell they reviewed Plans. Identified
some missing pay items. Things like this
will reduce change Orders.

Score 95 38
(100-0)

Criteria: Similar Recent Project Experience (30%)

OK

Score 80 24
(100-0)

Criteria: Project Team Qualifications (30%)

Team has years of experience and includes
a Certified Professional Wetlands Scientist

Score 94 28.2
(100-0)

90.2

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: TEA

QUALIFICATION COMMITTEE MEMBER: Jeanette Leust

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Could tell they reviewed the Plans but
did not catch some items. Focus was
not as detailed.

Score 95 .39
(100-0)

Criteria: Similar Recent Project Experience (30%)

OK

Score 80 .24
(100-0)

Criteria: Project Team Qualifications (30%)

Qualified Team -

Score 90
(100-0)

27

89

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: Jeanette Lento

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Talks about doing a constructibility
review and has done a cursory review.

Score 90
(100-0)

36

Criteria: Similar Recent Project Experience (30%)

OK

Score 80
(100-0)

24

Criteria: Project Team Qualifications (30%)

Qualified Team with years of experience.
This team also includes a Wetland Scientist
on their team.

Score 93
(100-0)

27.9

87.9

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: FR Aleman

QUALIFICATION COMMITTEE MEMBER: Jeannette Leuter

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

They touched base on most needs for
this project, but could tell they had not
reviewed the plans. Did not go into
actual issues.

Score 70
(100-0)

28

Criteria: Similar Recent Project Experience (30%)

all resumes were for the Sr Inspector
Michael Henderson

Score 60
(100-0)

18

Criteria: Project Team Qualifications (30%)

N/A

Score 60
(100-0)

18

64

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: LBFH, Inc.

QUALIFICATION COMMITTEE MEMBER: _____

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

You could tell that the plans had not
been reviewed, most issues ie wetlands,
traffic etc were not covered

Score 70
(100-0)

28

Criteria: Similar Recent Project Experience (30%)

OK

Score 70
(100-0)

21

Criteria: Project Team Qualifications (30%)

OK

Score 75
(100-0)

22.5

71.5

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: Ed TORRES

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

DETAILED REVIEW OF THE PLANS WAS NOTICEABLE IN THE
PROJECT APPROACH. EXCELLENT APPROACH

Score 40
(100-0)

Criteria: Similar Recent Project Experience (30%)

EXPERIENCE INCLUDES SEVERAL LARGE ROADWAY PROJECTS
WHICH HAD TO INCLUDE PWDs.

Score 25
(100-0)

Criteria: Project Team Qualifications (30%)

ALL TEAM MEMBERS HAD PLenty OF EXPERIENCE. WELL
ROUNDED TEAM OF PROFESSIONALS PROVIDED FOR THE
PROJECT.

Score 28
(100-0)

93

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: F.R. ALMAN

QUALIFICATION COMMITTEE MEMBER: Ed TORRES

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

NO SPECIFIC REVIEW OF PROJECT PROVIDED UP W/
PROPOSAL.

Score 29
(100-0)

Criteria: Similar Recent Project Experience (30%)

PROJECT EXPERIENCE DID NOT SHOW DETAILS OF PROJECTS
WORKED ON.

Score 20
(100-0)

Criteria: Project Team Qualifications (30%)

ONLY 1 RESUME WITH QUALIFICATIONS WAS SUBMITTED
AND REPEATED FOUR TIMES (I ASSUME THIS WAS AN
ERROR IN PRINTING).

Score 15
(100-0)

64

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: LBFH, INC.

QUALIFICATION COMMITTEE MEMBER: ED TORRES

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

NO SPECIFIC REVIEW OF PROJECT PROVIDED WITHIN
PROPOSAL. GOOD WRITING UP ON CLAIMS AVOIDANCE.
MENTIONED GOOD RELATION WITH SEWMD, BUT
PROJECT IS IN STRUMP.

Score 20
(100-0)

Criteria: Similar Recent Project Experience (30%)

DID NOT SHOW SIMILAR TYPE PROJECT WITH LARGE
PUNDS IN PAST EXPERIENCE. MOST PROJECTS SUBMITTED
WERE RESURFACING OR REHABS OF ROADWAYS.

Score 20
(100-0)

Criteria: Project Team Qualifications (30%)

GOOD EXPERIENCE FROM INDIVIDUAL TEAM MEMBERS.

Score 25
(100-0)

53

PS-5171-04/AJR - CEI Elder Creek

SUBMITTAL COMPANY NAME: JE ACES

QUALIFICATION COMMITTEE MEMBER: Ed Tonnos

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 - 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 - 89 | Excellent, Very Good, Solid in all respects. |
| 70 - 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 - 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

DETAILED REVIEW OF PLANS WAS NOTICEABLE IN
THE PROPERT APPROACH, P.G. PRESENTED AS
PART OF THE TEAM

Score 37
(100-0)

Criteria: Similar Recent Project Experience (30%)

MOST OF THE EXPERIENCE DIRECTLY RELATED TO PROJECTS W/
RETENTION / DETENTION DISMISITS -

Score 25
(100-0)

Criteria: Project Team Qualifications (30%)

EXCELLENT WELL ROUNDED TEAM. P.G. PRESENTED
AS PART OF TEAM. NOT CLERICAL OR YEARS OF EXPERIENCE
FOR SENIOR INSPECTION.

Score 26
(100-0)

(83)

PS-5171-04/AJR – CEI Elder Creek

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: ED BRUS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

SOME REVIEW OF PLANS WAS NOTICEABLE IN
APPROACH. GOOD OVERALL APPROACH.

Score 32
(100-0)

Criteria: Similar Recent Project Experience (30%)

SEVERAL PROJECTS PRESENTED THAT INCLUDED CANALS
PONDS.

Score 26
(100-0)

Criteria: Project Team Qualifications (30%)

GREAT TEAM COMBINATION OF DESIGNERS AND SUPERVISORS.

Score 27
(100-0)

85

Presentation Evaluation PS-5171-04/AJR - CEI Elder Creek Stormwater Facility

	<u>Mark Flomerfelt</u>	<u>Ed Torres</u>	<u>Kathleen Myer</u>	<u>Patti Leviti</u>	<u>Robert Walter</u>	<u>Total</u>	<u>Ranking</u>
CPH Engineers	2	2	3	2	2	11	2
DRMP	3	3	1	3	3	13	3
JEAcēs	1	1	2	1	1	6	1

<u>Overall Ranking</u>	<u>Score</u>	<u>Ranking</u>
JEAcēs	6	1
CPH Engineers	11	2
DRMP	13	3

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: JEA Ces

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work Exceed Expectations As An Extension of Staff Come to Co. w/ solutions to problems Look At Sensitive Work AREAS - After Action Reports for solutions - Daily weekly compliance in SWPP - Don't let mess go in SWAMP	85	(40%)
Similar Project Experience No Mixup of contaminated Material Note Road Closure in BIOS - may lower Price Section 105 CQL in Current Plans Quality Plan Material / specify Plant Vendor Very Detailed ANALYSIS of Const Details	85	(30%)
Qualifications of the Project Team Relevant Project Experience w/ contamination sites * JAMES CQL Certified Barry Austin - Inspector Level of involvement - sufficient For Project Full Time Prof Geology on staff	86	(30%)
Comments and Notes:		

Rater's name:

FLORENCE

Signature:

R. Martinez

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

①

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: CPH

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>75</u>	(40%)
<u>Have Road use Elder Road</u>		
<u>Good Idea to check Plant stock & nursery</u>		
<u>Good Idea @ Grid system</u>		
<u>Set up Temp Sed Basin on South end</u>		
Similar Project Experience	<u>70</u>	(30%)
<u>Monthly Review Photos</u>		
<u>St Johns Plowing / Bio site in Lake Co.</u>		
<u>w/ Mitigation</u>		
<u>Already contracted Gas & Utility Companies</u>		
Qualifications of the Project Team	<u>82</u>	(30%)
<u>Universal will DO All soils / Env. work</u>		
<u>Questioned on Full Time work</u>		
<u>Katrina Post w/ David</u>		
<u>Any Waivers and Staff will do Mitigation</u>		
<u>Mike Davis will be full time Insp</u>		
<u>w/ Russo as Back up</u>		
Comments and Notes:		

Rater's name: [Signature] Signature: [Signature]

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

②

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: DRMP

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>72</u>	(40%)
Full Service Approach / Coordination		
Daily Inspection of Stormwater System		
Sub-contractors to be Flexible and used-up to date		
No Wetland Encroachment - establish d/s to work		
Noise Level before B.P. look @ work hours		
Similar Project Experience	<u>81</u>	(30%)
Video Home Reports - what does this do?		
Send out Letter for Contract Points Consider		
Innovation - Cornell Staffing / Equipment - wireless		
Computer / Pre Work Meeting		
Similar - Manhattan Road Project		
Qualifications of the Project Team	<u>70</u>	(30%)
Mark P. President Engr Dave Satron		
George McLachlan - Wetlands Staff		
Full Time Inspector		
BOB HAS 27 yrs from Gov't work		
Env. Work? →		
Page 1 - Wetlands Testing		
Comments and Notes:		

Rater's name: Flomenkel

Signature: [Signature] 12/16/04

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

(3)

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: CPH

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work <u>CLOSING ADJACENT ROADS, TRUCK HAULING ROUTE DISCUSSED, COORDINATE SYSTEM FOR CONSTRUCTION LAYOUT SEEMS APPROPRIATE. EROSION CONTROL AND FLOW DISCUSSION/DOUBLE CHECK FENCE PROPOSED ON WETLAND SIDE.</u>	<u>35</u>	(40%)
Similar Project Experience <u>SEVERAL PROJECTS W/ SIMILAR WETLANDS, PONDS, AND CONTAMINATION EXPERIENCES. PROXIMITY OF STAFF TO SITE SEEMS A PLUS. CHECKING WETLAND PLANT MATERIAL AS NURSERY IS A GOOD IDEA. NIPPLES INST. HIGHLIGHTED. CHANGE GROUTS DAILY DISCUSSED (EXPECTED MONETARY, EVERYTHING ELSE OK.).</u>	<u>24</u>	(30%)
Qualifications of the Project Team <u>EVERY ASPECT OF PROJECT APPROPRIATE/ ADEQUATE SUPPORTING STAFF (ENVIRONMENTAL, SURVEY, CONTAMINATION, SURVEY, ETC.).</u>	<u>26</u>	(30%)
Comments and Notes: <u>GREAT ORAL PRESENTATION. LOCATION OF FIRM SEEMS BENEFICIAL.</u>		

Rater's name: ED TANNUS

Signature: 05

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Interview for (work): CEI Elder Creek Stormwater

December 16, 2004

Name of the Firm: DRMP

Rater's name: Ed Tonn

Signature: _____

94

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: JEA Ces

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work <u>CONSTRUCTION</u> <u>ISSUES THOROUGHLY ADDRESSED; TRAILING ROUTES,</u> <u>CONSTRUCTION MAINTENANCE, MINOR ROAD SITES, &</u> <u>CONTAMINATION. REPAIRMENT WITHIN OF OUTSIDE</u> <u>PLANTS.</u>	<u>39</u>	(40%)
Similar Project Experience <u>SEVERAL SIMILAR PROJECTS w/</u> <u>SEMINOLE COUNTY (ROADS, LAKE MARY BLVD.,</u> <u>WEEKS HILL AND. ADDITIONAL FDOT PROJECTS.</u>	<u>27</u>	(30%)
Qualifications of the Project Team <u>ENGINEERS AND SUPPORT STAFF FOR WETLANDS AND</u> <u>CONTAMINATION ISSUES (INCLUDING A P.G.)</u>	<u>29</u>	(30%)
Comments and Notes: <u>EXCELLENT QUALITY PRESENTATION. VERY THOROUGH.</u>		

Rater's name: Ed Torres

Signature: 95

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: CPH

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>95</u>	(40%)
Property owner list. / contact / early	<u>34.0</u>	
Hayl Road: Elder to 46 - signal @ CR15 will allow turning		
Weekly reporting. Stalans gnd system. Plant renewal / survey		
Dewatering to temp pond.	<u>78</u>	(30%)
Similar Project Experience	<u>23.4</u>	
Asbestos Abatement / Lead paint		
Site 10: many ponds (2 Sanjnd)		
Sorrento - mitigation 200 homes (Heathrow)		
St. Johns Plwy + clemucking		
No county prop. mention	<u>85</u>	(30%)
Qualifications of the Project Team	<u>25.5</u>	
K. Bowman / P. Nasso: good effort w/ Sanjnd City work		
interface w/ EMB II B & Airport III		
2 DEP certified	<u>82.9</u>	
2 NOT certified.		
Close: Narcissus / Elder during work		
Comments and Notes: _____		

Rater's name: Kathleen Myer Signature: Kathleen Myer

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: DRMP

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>89</u>	(40%)
250,000 cy / stem bankment 1.8 Ac Mitigation	<u>35.6</u>	
daily/weekly/monthly reports		
Community Engin.		
SPPP: dynamic Turbidity monitoring Sed control		
Background dB noise. Video road conditions		
Similar Project Experience	<u>65</u>	(30%)
	<u>25.5</u>	
Markham Road widening 436/Beaver Lake		
Tiffany Woods		
Qualifications of the Project Team	<u>88</u>	(30%)
	<u>26.4</u>	
Real time communication - wireless computer		
Reduce man hours.		
	<u>87.5</u>	
Mark Puckett: DEP certified / 10% Resident		
Bob Henry - 31 yrs public / 100% - will get DEP cert		
Big erosion control.		
Comments and Notes: _____		

Rater's name: Kathleen J. Myer

Signature: Kathleen J. Myer

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: JEA Ces

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>87</u>	(40%)
<u>No surprises</u>	<u>34.8</u>	
<u>Daily / weekly inspections</u>		
<u>Pro active</u>		
<u>gas line</u>		
Similar Project Experience	<u>8.5</u>	(30%)
<u>Red Bay</u>	<u>25.5</u>	
<u>Turkeyville</u>		
Qualifications of the Project Team	<u>87</u>	(30%)
<u>Samal: many ponds /</u>	<u>26.1</u>	
<u>Stone experience - Contamination specialist</u>		
<u>Nodkne</u>		
<u>Wetlands specialist -</u>	<u>86.4</u>	
<u>E. Lake Brantley: / joint project admin</u>		
<u>Stonely in Panama</u>		
Comments and Notes: _____		

Rater's name: Kathleen Myer

Signature: [Signature]

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: CPH

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>90</u>	(40%)
<i>Consider NOT to Access/Traffic - on house survey could establish Control. Use corten steel pipe & Aerial Flyovers. Silt fencing - permits. full Time GET.</i>		
Similar Project Experience	<u>90</u>	(30%)
<i>Sanford - Lead Point & Airport. - Roadway -</i>		
Qualifications of the Project Team	<u>95</u>	(30%)
<i>Team seems to be well rounded - covered. Environmental, Soils, dewatering: NOT</i>		
Comments and Notes: _____		

Rater's name: JEANNETTE LEVITT

Signature: Jeannette Levitt

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: DRMP

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>90</u>	(40%)
Full COT - Coordination with Permitting - Site Specific inflow. Covered Project issues: Erosion control Management. Materials. Testing Stormwater Pollution Prevention Plan. NOT road closure Elder (SCPH) (Hall notes addressed) - Survey & Contamination not discussed Tel. 85		
Similar Project Experience	<u>85</u>	(30%)
Markham Road Widening Tiffin Wood Storm water Project Old Pond Project		
Qualifications of the Project Team	<u>80</u>	(30%)
Well qualified - did not cover Project Team. (covered) Other than Introduction. (at end) Storm water Management Inspection (2)		
Comments and Notes:		

Rater's name: JENNIFER LEVIT

Signature: Jennifer Levit

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: JEA Ces

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>98</u>	(40%)
1. well covered - can tell they reviewed Plans & Spec's & Permit.		
2. Covered Contamination Site		
3. Soil Toxic Inspector.		
Similar Project Experience	<u>95</u>	(30%)
Experience with Sewer Projects (ii) Personal		
Dev - Tech available to S&B -		
Janal - DOT Storm water experience		
Qualifications of the Project Team	<u>100</u>	(30%)
Team is more Blended Blended. Excellent		
grasp of CEI responsibilities covered all		
aspects. Direct to the Point.		
Comments and Notes: _____		

Rater's name: JEANETTE LEVITZ

Signature: Jeanette Levitz

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: CPH

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>90</u>	(40%)
<u>Contact property owners - good idea - NPDES permit</u> <u>utility locates - Jan Aguirre</u> <u>MOT Close local roads - haul route</u> <u>grid system - look @ landscaping, at nursery before plants</u>	<u>80</u>	(30%)
Similar Project Experience		
<u>- St John parking</u> <u>- SITE 10</u> <u>- HERRARD -</u> <u>-</u>		
Qualifications of the Project Team	<u>90</u>	(30%)
<u>✓ Asbestos / LEAD PAINT</u> <u>temped Bed</u> <u>UNIVERSAL</u> <u>- wetland impacts</u> <u>- dewatering</u> <u>QC</u>		
Comments and Notes: <u>Communication reports weekly</u>		

Rater's name: Robert Walter Signature: Robert Walter

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Mike Davis - POC

1 hour time - Mike or Nocco
Contractor?
Change orders?

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: DRMP

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>85</u>	(40%)
<i>coordination - contractor/owner/permitting/homeowners</i> <i>field reports - erosion control</i> <i>stormwater PPP -</i> <i>turbidity monitoring</i> <i>NOT - close Narragansett + Eldon</i>	<i>groups of operations</i> <i>haul routes</i> <i>stand-form letter</i> <i>not much experience w/ lead + Agendas</i>	
Similar Project Experience	<u>85</u>	(30%)
<i>Markham Road widening</i> <i>Tittam Woods</i> <i>express way 20 ponds</i> <i>Huber pond projects</i>		
Qualifications of the Project Team	<u>85</u>	(30%)
<i>Mark Puckett</i> <i>DAVE Ca tron</i> <i>Bob Heany *</i> <i>field computer (wireless)</i> <i>Wetland Scientist</i>	<i>page one - material testing</i>	
Comments and Notes: <u>Establish LB's upfront.</u>		

Rater's name: Robert Walter

Signature: Robert Walter

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

- review plans - any deficiencies

Inspector
Bob Heany

INTERVIEW RATING FORM

Date: December 16, 2004

Interview for (work): CEI Elder Creek Stormwater

Name of the Firm: JEA Ces

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work	<u>95</u>	(40%)
- Constructive manual - haul routes		
- No Surprises		
- Sensitive work areas		
* - weekly progress mtgs		
- monitoring		
Similar Project Experience	<u>85</u>	(30%)
- 73 stormwater ponds		
- Red Bay Lake Road		
- Tusculum		
Qualifications of the Project Team	<u>90</u>	(30%)
Roger / Barry Austr		
- Commitment		
✓ Strong on the contamination		
Comments and Notes: _____		

Rater's name: Robert Walker

Signature: Robert Walker

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Barry Austr

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT
(PS-5171-04/AJR)
ELDER CREEK STORMWATER FACILITY**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **JEA CONSTRUCTION ENGINEERING SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1685 Lee Road, Winter Park, Florida 32789, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide construction engineering and inspection services for the Elder Creek Stormwater Facility in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this

Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed no later than thirty (30) days after the Elder Creek Stormwater Facility construction project is completed.

SECTION 4. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. Compensation shall be paid to the CONSULTANT at the rates as shown on Exhibit "B," attached hereto.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total services actually performed and completed. Upon review and approval of CONSULTANT'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 5. BILLING AND PAYMENT.

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY is billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Stormwater Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 5(b).

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT'S office at all reasonable times during the Agreement period

and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

SECTION 9. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT'S Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in

either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide

employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 14. SUBCONTRACTORS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 15. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 16. INSURANCE.

(a) General. The CONSULTANT shall at the CONSULTANT'S own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of any obligation including CONSULTANT'S indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with

an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT'S insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor

Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT'S insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the

insurance provided by or on behalf of the CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION (ADR) .

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. REPRESENTATIVE OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall

be predicated upon any prior representations or agreements, whether oral or written.

SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 22. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 23. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 24. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created

under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Stormwater Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

FOR CONSULTANT:

JEA Construction Engineering Services, Inc.
1685 Lee Road
Winter Park, FL 32789

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 28. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

JEA CONSTRUCTION ENGINEERING
SERVICES, INC.

JAMAL A. HASSOUNEH, P.E.
Vice-President

By: _____
KATHY CALDEWELL, P.E.
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney
AC/lpk
12/21/04
ps-5171

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Rate Schedule

EXHIBIT "A"

CE&I SCOPE OF SERVICES

GENERAL

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contract in the manner so as to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

SURVEY CONTROL

The CONSULTANT shall (1) make and record such measurements as are necessary to calculate and document quantities for items; and (2) perform incidental engineering surveys as may be necessary to carry out the services covered by the Agreement.

TESTING

The CONSULTANT, or approved subconsultant, shall perform sampling and testing of component materials and completed work items to the extent that will determine that the materials and workmanship incorporated into the project are in reasonable conformity with the plans, specifications and contract provisions.

Sampling, testing and laboratory methods shall be accomplished by the CONSULTANT as required by the Florida Department of Transportation Standard Specification or as modified by the contract provisions.

CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT shall perform management engineering services necessary:

(1) to assure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) to maintain organized, complete, accurate records of all activities and events relating to the project; (3) to provide interpretations of the plans, specifications and contract provisions; (4) to make recommendations to the COUNTY to resolve disputes which arise in relation to the construction contract; and (5) to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall also perform any other construction engineering services normally or customarily assigned to a Resident Engineer that are

required to fulfill its responsibilities under this Agreement. Construction engineering services for this project shall include, but are not necessarily limited to, the following:

The CONSULTANT shall provide a resident project engineer and the requisite inspection staff to observe the Contractor's on-site construction operations as required or necessary to determine that quality of workmanship and materials is such that the project will be completed in reasonable conformity with the plans, specifications, and other contract provisions. The project site staff to be under the direction of a registered professional engineer (Resident Engineer).

Prior to the start of construction, the CONSULTANT shall assist the COUNTY in review of the bids received for construction of the project. The review shall consist of an overview of the bid prices received and the qualifications of the apparent, qualified low bidder.

The CONSULTANT shall maintain records of all significant activities and events relating to the project and estimates of all work completed by the Contractor. The CONSULTANT shall immediately report to the COUNTY apparent significant changes in quantity, time or cost as they are noted.

The CONSULTANT shall maintain a Project Control Schedule for the work. The CONSULTANT shall, on a regular basis, report the status to the COUNTY on all major items of work requested of the Construction Contractor reflected on the Project Control Schedule.

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity or construction contract time extensions shall be reviewed by and commented on by the CONSULTANT. Project Control Schedule runs to review the results of Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

The CONSULTANT shall maintain a log of materials entering into the work and utilized in the work with proper indication of the basis of acceptance of each shipment of material.

- The CONSULTANT shall maintain records of all sampling and testing accomplished under this Agreement and analyze such records required to ascertain acceptability of material and completed work items.

- The CONSULTANT shall meet with the Construction Contractor on no less than a weekly basis (depending upon actual level of activity and/or progress) for project coordination and problem resolution.

The CONSULTANT shall record minutes of each meeting and forward a copy to the Contractor and to the COUNTY with the engineer's summary weekly report. Included in the report shall be noted activities accomplished, production achieved and shall list and describe those scheduled activities which were not accomplished, and what activities/events were planned for the next week. The CONSULTANT shall list separately any quality control problems or impediments to the work that would normally be noted in the engineer's weekly summary report.

Once each month, the CONSULTANT shall prepare a tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress Estimate. The CONSULTANT shall submit the completed tabulation to the COUNTY.

Shop drawings and other submittals will be reviewed and approved by the CONSULTANT for conformance to the intent of the design concept of the project plans and specifications. Shop drawings/sample submittals and approvals shall be tracked by the CONSULTANT. Tracking shall include, but not be limited to, maintaining cognizance of the status of each submittal as it progresses through the review and approval process and procedures. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

The CONSULTANT shall provide to the Contractor, interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the

COUNTY when interpretation involves complex or otherwise significant issues or may have an impact on the cost of performing the Work. When warranted by the COUNTY, the COUNTY may request an interpretation from the Design Consultant. The COUNTY shall coordinate all requests for involvement of the Design Consultant.

The CONSULTANT shall analyze any and all problems that arise on the project and proposals submitted by the Contractor and shall prepare and submit a recommendation to the COUNTY.

The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly within the scope of the original contract. The CONSULTANT shall recommend such changes to the COUNTY for approval/disapproval.

When it is determined that a modification to the original contract for the project is required due to necessary change in the character of the Work, the CONSULTANT shall negotiate prices with the Contractor and prepare and submit for approval/disapproval by the COUNTY a Supplemental Agreement or change order.

In the event that the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the COUNTY covering and analyzing the validity and reasonableness of the charges and shall conduct negotiations leading to a recommendation for settlement of the claim.

In the event that the Contractor submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the COUNTY covering the accuracy of statement and the actual effect of the delay on the completion of the controlling work items and the costs to the COUNTY.

The CONSULTANT shall prepare and submit to the COUNTY for further processing a final estimate and two (2) sets of record plans for the construction contract.

The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

Upon identification of a prospective changed condition or construction contract change, the extent of change shall be analyzed by the CONSULTANT and in order of magnitude estimate of cost and time of change, if any, will be prepared by the CONSULTANT.

The CONSULTANT shall negotiate all changes with the Contractor using the CONSULTANT - prepared estimate as a basis. The CONSULTANT shall submit the results to the COUNTY within two (2) weeks of start of negotiations or report the major differences to the COUNTY, if agreement is not reached. The CONSULTANT shall prepare supplement and change order documents and track the status of each one until executed.

PERSONNEL

The CONSULTANT shall provide an agreed upon number of qualified personnel to effectively carry out its responsibilities under this Agreement. The CONSULTANT shall utilize only competent personnel who are qualified by experience and education.

STAFFING

The CONSULTANT shall maintain an appropriate staff after completion of construction to complete the final Estimate and Record Plans. No personnel other than those designated herewith, shall be assigned to the project by the CONSULTANT unless authorized by the COUNTY.

Construction engineering and inspection forces shall be required to be retained by or under contract to the CONSULTANT at all times while the Contractor is working on the construction contract. If the construction contract is suspended, the CONSULTANT'S forces shall be adjusted, to correspond with the type of suspension; provided, however, that no member of the CONSULTANT'S forces shall be deemed to be a COUNTY employee.

PHOTOGRAPHS -

The CONSULTANT shall take and submit two (2) prints of each progress photograph taken each month. Views and timing of photographs shall be to show maximum progress. Photographs shall be clean, sharp and clearly show details. Photographs shall be submitted in sets with each photograph numbered in sequence beginning with the numeral one (1). Photographs shall be enclosed in a clear plastic protector punched to fit a standard 8 1/2-inch by 11-inch three-ring binder.

OTHER SERVICES

The CONSULTANT shall upon written authorization by the COUNTY, perform any additional services not otherwise identified in this Agreement as may be required by the COUNTY in connection with the project. The following items are not included as part of this Agreement, but may be required of the CONSULTANT by the COUNTY to supplement the CONSULTANT'S services under this Agreement:

- (1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- (2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.
- (3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).